

Fire Chief
Employment Agreement

For the purpose of employing Joshua Westrich as Fire Chief for the Whitestown Fire Department, the Town of Whitestown, by and through its Fire Board (and as approved by the Town Council), and Joshua Westrich agree as follows:

1. Parties

The parties to this Agreement are:

“Chief” meaning Joshua Westrich, the Chief for the Whitestown Fire Department for the Town of Whitestown, Indiana; and

“Board” meaning the Fire Board for the Town of Whitestown

As used in this Agreement:

“Department” means the Whitestown Fire Department for the Town of Whitestown, Indiana;

“Town” means the Town of Whitestown, Indiana

2. Employment of Chief; Term

Pursuant to Paragraph 10 (d) this new agreement shall serve as written notification to the parties, approved in the same manner as the initial employment agreement between the Chief, Board, and Town that was executed in September of 2013. The Board agrees to continue employment of the Chief and the Chief agrees to continue to be employed as the chief executive officer for the Department for the period beginning January 1, 2017, and concluding on December 31, 2022 (the “Term”), subject to the terms of this Agreement. The parties further agree that the Chief may be removed from the position of Chief for any reason determined by the Board in its sole discretion to be sufficient, but the Chief shall not be deprived of the continuing salary and benefits to be provided by the Board pursuant to Paragraph five (5) of this Agreement except upon (a) the breach by the Chief of any provision in this Agreement, (b) arrest for, being charged with, or conviction of a crime, (c) a finding of the Board under Ind. Code § 36-8-3-4(b)(2), or (d) payment by the Board of a lump sum amount equal to six (6) months of salary established in Paragraph five (5) of this Agreement. The parties recognize that even if removed from his position as Chief, the Chief will return to the full time position of Captain within the Department, unless the Council proceeds with dismissal or discipline of the Chief as provided under Ind. Code Ind. Code § 36-8-3-4.

3. Duties of Chief

The parties agree that the Chief shall have the duties and responsibilities set out in the job description attached as Exhibit A, which is incorporated into this Agreement by

reference. The parties further agree that the duties set forth shall not be substantially modified, reduced, or expanded except by written directive from the Board to the Chief.

The Chief agrees that his duties pursuant to this Agreement represent full-time employment and he will not perform services for compensation as an employee, or in a firefighting capacity as an independent contractor, during the Term of this agreement or any extensions hereof except as approved in advance by the Board. Notwithstanding any other provision in the Agreement, the Chief shall comply with the Board's directives regarding outside employment.

The parties to this Agreement further agree that the duties established for the Chief by this Agreement are personal and non-delegable except as authorized in writing by the Board.

The Chief agrees that at all times while he is employed pursuant to this Agreement, he will meet the qualification standards for the position of Chief as required under Indiana law and as described in the job description attached as Exhibit A.

4. Indiana Task Force One Affiliation

The Chief may be permitted to retain his affiliation with the Federal Emergency Management Association Urban Search and Rescue team, Indiana Task Force One. The parties agree that the Chief shall work under the current Memorandum of Understanding on file as adopted by the Town, or as may be amended from time to time. Additionally, this means that the Chief may be allowed to be deployed for lengths of time and compensated accordingly under the applicable Memorandum of Understanding. Furthermore, the Chief may be permitted educational leave as needed to maintain his affiliation with Indiana Task Force One. The Town retains the right to continue or resign its affiliation with the Indiana Task Force One Urban Search and Rescue Team at the Town's sole discretion.

5. Salary and Benefits

As payment in exchange for the performance of duties established by this Agreement, the Board shall provide the following to the Chief:

a) Salary

The Chief shall be paid for each full calendar year of employment pursuant to this Agreement and a proportionate amount for any partial year pursuant to this Agreement according to the following schedule:

i)	Jan. 1 – Dec 31, 2019	\$97,000
ii)	Jan. 1 – Dec 31, 2020	\$98,940 (2% increase)
iii)	Jan. 1 – Dec 31, 2021	\$100,918 (2% increase)
iv)	Jan. 1 – Dec 31, 2022	\$102,937 (2% increase)

b) Personal & Family Leave

The Chief shall have available six (6) days each calendar year as paid leave for personal illness or illness of a family member of the Chief's immediate family. These days shall accumulate from year to year if unused, but shall not accumulate to exceed sixty (60) days. Personal and family illness leave days are not deferred compensation and are provided by the Town to reduce any loss of pay due to absence from work as a result of personal or family illness. Therefore, the paid leave provided pursuant to this subparagraph is to be used only for personal or family illness and for no other purpose.

Additional unpaid leave shall be available to the Chief in accordance with the Family & Medical Leave Act after all paid illness leave is utilized. All accumulated but unused personal or family illness leave lost due to operation of the sixty (60) day cap will not be paid to the Chief. If, however, the Agreement is terminated or cancelled, all accumulated but unused personal and family illness leave shall be paid at the Chief's current per diem rate at the time of termination or cancellation.

c) Other Paid Leave

The Chief shall be entitled to paid or unpaid leave in any other circumstance other than personal and family illness leave in which paid or unpaid leave is required by state or federal law, or permitted by Town Policy.

d) Insurance Coverage

The Town shall make available to the Chief the same insurance benefits offered to the Town's other employees.

e) Employee Pension Contribution

In addition to the other compensation provided to the Chief by this paragraph, the Town shall make its portion of the contribution to the 1977 Police Officers and Firefighters Pension Fund. It is understood by all parties that the Town shall make all payments into the Chief's 1977 Fund account so as to prevent any lapse in coverage. The obligation of the Town will remain in effect during the Term of the Agreement, any extension that may occur, and/or until the Chief leaves the Department. The Chief will be responsible for his portion of the contribution to the 1977 Police Officers and Firefighters Pension Fund.

f) Vacation Leave

The Chief shall receive twenty (20) days of paid vacation leave in each calendar year. Vacation leave for a calendar year shall be earned and available for use on January 1st of each calendar year starting on January 1st, 2017 for calendar year 2017.

All earned but unused vacation leave will carry over from calendar year to calendar year during the Term of this Agreement, but shall not accumulate to exceed forty-five (45) days. All accumulated but unused vacation leave lost due to operation of the forty-five (45) day cap will not be paid to the Chief. All earned but unused vacation leave will, however, be paid to the Chief at the current per diem rate upon termination or cancellation of this Agreement.

g) Take Home Car

The Chief shall be issued a take home car. The take home car issued to the Chief may be used solely within Boone County or any County contiguous to Boone County and cannot be used to perform services as an employee or independent contractor unless specifically authorized by the Board.

Notwithstanding any other provision in this Agreement, the Chief's use of said vehicle shall be consistent with the Department's directives regarding the use of take home vehicles. The take home car issued to the Chief shall be secured against theft or damage at all times.

h) Uniform and Equipment Allowance

The Chief's uniform and equipment are visible exemplars of the Department and the Chief's uniform and equipment shall therefore be maintained in exemplary condition by the Chief. To support this requirement of the position of the Chief, in each calendar year, the Chief shall receive one-thousand dollars (\$1000.00) as a supplemental uniform and equipment allowance to be applied towards professional uniform and related equipment for the Chief's use while providing services pursuant to this Agreement. Clothing and equipment purchased with allowances paid pursuant to this sub-paragraph shall be the property of the Town.

6. Achievement of Objectives & Impact on Salary & Extension

a) Department Goals & Objectives

The Chief shall be eligible for the following additions to his annual salary provided:

(i) the Chief successfully completes and meets the goals and objectives as set forth and described in formally accepted Goals and Objectives to be adopted by the Fire Board;

b) The Chief shall be considered for a lump sum bonus of up to 5% of his salary upon approval from the Board. The lump sum bonus should be paid at the end of the calendar year.

7. Extension of this Agreement

The parties agree that this Agreement shall automatically be extended on December 31 of each year effective the next day (i.e. on January 1 of the year immediately following) and for a period of one (1) calendar year unless a party gives the other written notice on or before the preceding December 1 that the party does not agree to the automatic extension of this Agreement. The Chief's salary and benefits for each extension year, beginning on January first of 2023 if

extended, shall be increased by five percent (5%) over the previous year's salary. All remaining provisions of this Agreement shall remain in full force and effect during any such extension term.

8. Chief's Residence

During the Term of this Agreement and all extensions hereof, the Chief shall reside within Boone County or any other county that shares a direct border with Boone County. As used in this Paragraph, the Chief's residence is the place he spends the night on the majority of days in each week.

9. Defense and Indemnification for Acts in Performance of Duties

The Board agrees to provide counsel for the Chief and to indemnify and hold him harmless to the fullest extent permitted by law for all claims, demands, and judgments arising out of the performance of his duties as Chief, unless the performance, act, or omission is outside the scope of the Chief's employment or involves gross negligence, or wanton, willful, or criminal conduct on the part of the Chief.

10. Entire Agreement of Parties

The parties agree that:

- a) Each has had the opportunity to consult counsel and sufficient time to consider and understand the terms of this Agreement;
- b) Each party has contributed to the content of this Agreement and therefore neither shall be considered to be the principal author should it be necessary to apply or interpret this Agreement;
- c) This Agreement contains all of the agreed terms of employment of the Chief by the Board
- d) This Agreement cannot be amended, waived, revoked, or modified by either party except in a written document making specific reference to this Agreement which is approved by both parties in the same manner that this Agreement was approved; and
- e) This Agreement shall become effective upon: (i) approval and execution of this Agreement by the Board, Town, and Chief; and (ii) receipt from the Public Employees Retirement Fund (i.e. PERF) of all requisite approvals for the participation of the Chief in the 1977 Police Officers and Firefighters Pension Fund.

11. Agreement as a Public Record

The parties agree that this Agreement is a public record under the Indiana Public Records Law, Indiana Code 5-14-3 and shall be available for public inspection and copying pursuant to that statute.

[The remainder of this page intentionally left blank – Signature page follows]

AGREED THIS _____ DAY OF DECEMBER, 2016

CHIEF

Joshua S. Westrich

WHITESTOWN FIRE BOARD

WHITESTOWN TOWN COUNCIL

Eric Miller, President

[Signature page for Chief of Fire Department Employee Contract]

EXHIBIT A
FIRE CHIEF – WHITESTOWN FIRE DEPARTMENT

Description of Duties of Fire Chief

The Chief is the executive head of the Department. All orders and directives to the Department emanating from the Board will be directed through the Chief's office. In his capacity as the Fire Chief, the Chief shall undertake the following duties and responsibilities:

- formulate and enforce departmental policies and shall exercise such powers connected with his office as provided by Ordinances and Statutes;
- responsible for the proper and efficient enforcement of all laws and ordinances which the Department is authorized to enforce;
- has the authority to issue Orders to all Firefighters and Employees of the Department as he may deem necessary – all such Orders must conform to Federal, State and local laws and the departmental rules and regulations and such Orders shall be in full force until rescinded;
- responsible for the preparation and execution of the departmental budget subject to the approval of the Board;
- administer the fiscal affairs of the Department in a manner to convert available resources into maximum effective fire service with highest degree of economy;
- responsible for ensuring that the Firefighters and Employees receive the necessary training to enable them to effectively and efficiently perform their duties;
- responsible for all resources – manpower, materials, equipment, money as assigned to the Department, and their efficient and economical utilization toward the fire mission;
- maintain strict discipline throughout the Department and enforce the Department's Rules and Regulations for the satisfactory conduct and general behavior of Firefighters;
- responsible for the investigation of all charges made against Firefighters by fellow Firefighters or citizens;
- assure that all evidence relating to alleged offenses is discovered and properly documented;
- create and maintain favorable relations between the Department and the public as well as establish policies governing public relations;
- report to the Board any important changes in the organization, important changes in operating procedures, and the suspension of a member of the Department;
- delegate to his Supervisory Officers such authority commensurate with their responsibilities with restrictions imposed to direct and discipline subordinates under their command;
- organize his office so that in his absence it will be under the command of the Assistant Chief as a representative of the Chief and as such his directions shall be obeyed throughout the Department.
- In recognition that the Chief is a visible representative of the Department, the Chief must act in a manner that is becoming of an officer and refrain from activities (e.g. participating in criminal or nefarious activities) or attending events or establishments (e.g. strip clubs) that reflect poorly on the Chief and/or Department.